



BUSINESS TO CONSUMER – ONLINE TERMS AND CONDITIONS BETWEEN A BUSINESS AND CONSUMER FOR THE PROVISION OF SERVICES

These terms and conditions form the basis on which you can visit me and my website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by Grace Campbell of The Hirsell Kennels, West Greenland, Castletown KW14 8SX. If you have any queries about these terms and conditions or if you have any comments or complaints on or about my website, you can contact me at 0790 2798487.

1. The contract between us

I must receive payment of the whole of the price for the services that you order before your order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by me only when a confirmation of acceptance is sent by me. Only at this point is a legally binding contract created between us.

2. Acknowledgement of your order

To enable me to process your order, you will need to provide me with your telephone number. I will notify you by text as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Grace Campbell. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without my permission. You may not modify, distribute or repost anything on this website for any purpose.

4. Accuracy of content

I have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

5. Damage to your computer

This website is hosted by GoDaddy. I cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

The services will be provided within an agreed timescale, and time is not of the essence of the contract.



7. Ordering errors

You are able to correct errors on your order subject to availability and with the requisite notice.

8. Price

The prices payable for services that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

9. Payment terms

I will take payment upon receipt of your order from your credit or debit card. I accept no liability if my service cannot be provided because you did not give me the correct payment details. If it is not possible to obtain full payment for the services from you, then I can refuse to process your order and/or suspend any further services. This does not affect any other rights I may have.

10. Cancellation rights

10.1 Where you are a consumer as defined in *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give me any reason for cancelling your contract nor will you have to pay any penalty (unless I have begun the services within the Cancellation Period in accordance with clause 10.5)

10.2 *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* do not apply if the services you have ordered are of a gambling, banking, credit, insurance, personal pension, investment or payment nature.

10.3 In accordance with *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* you cannot cancel your contract if the services you have ordered are passenger transport services, services (other than the supply of water, gas, electricity or heating) for which the price is dependent on fluctuations in the financial market, urgent repairs or maintenance where you have specifically requested a visit, accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities (if the contract provides for a specific date or period of performance).

10.4 Should you wish to cancel your order, you can notify me in writing by text.

10.5 If you require me to begin the services within the Cancellation Period we require you to make an express request to do so. In such cases, your right to cancel continues until either the end of the Cancellation Period, or the completion of the services, whichever is the earlier. If you cancel during the Cancellation Period I may charge you for any services provided up until the point when I receive your cancellation notice, and will provide a partial and proportionate refund accordingly. Your right to cancel the services will no longer apply once the services have been fully performed.



11. Cancellation by me

11.1 I reserve the right not to process your order if:

11.1.1 I have insufficient staff or resources to deliver the services you have ordered;

11.1.2 One or more of the services you ordered was listed at an incorrect price due to a typographical error.

11.2 If I do not process your order for the above reasons, I will notify you by text and will re-credit to your account any sum deducted by me from your credit/debit card as soon as possible, but in any event within 14 days.

12. If there is a problem with the services

12.1 If you have any questions or complaints about the services please contact me. You can do so at 0790 2798487.

12.2 I am under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

13. Liability

13.1 I am only responsible for losses that are a natural, foreseeable consequence of my breach of these terms and conditions. I do not accept liability if I am prevented or delayed from complying with my obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do or is due to events which are beyond our reasonable control.

13.2 Furthermore, I do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

13.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

14. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to me must be in writing and sent to our contact address at The Hirsell Kennels, West Greenland, Castletown KW14 8SX and all notices from me to you will be displayed on my website from time to time.

15. Changes to legal notices

I reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

16. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with Scottish law.



Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of Scotland. All contracts are concluded in English.

17. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which I exclude my liability to you) the enforceability of any other part of these conditions will not be affected.

18. Privacy

You acknowledge and agree to be bound by the terms of my privacy policy.

19. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

PRIVACY STATEMENT

I, **Grace Campbell**, am committed to respecting and protecting the privacy of anyone using my site and the confidentiality of any information that you provide me with. The purpose of this statement is to set out how I use any personal information that we may obtain from you.

Data Protection Act 1998 ('the Act')

I am registered under the Data Protection Act and comply with the Act in all my dealings with your personal data. I am registered with the Information Commissioner's Office (A8485449).

Use and collection of personal information

You can visit my website without telling me who you are and without revealing any information about yourself. My website is an information source only and does not collect any customer information.

Cookies

Most websites use cookies in order to make them work, or to work more efficiently. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. I do not collect cookies and any which appear are for the purposes of web analytics and can only be seen by the company hosting the website (GoDaddy).

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.